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YALE LAW JOURNAL

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At the outset of the Spanish War, it will be remembered, Congress disclaimed "any disposition or intention to exercise sovereignty, jurisdiction or control" over Cuba except for its pacification; it asserted its determination "when that is accomplished, to leave the government and control of the island to its people." This "self-denying" resolution was designed to convince the European powers of the altruism underlying the intervention of the United States; also to reassure the Cuban insurgents. It is hardly probable, however, that any European power except Great Britain believed in American singlemindedness. Nor have the Cubans been without suspicion, at times since the war, that the island had merely changed masters.

It is doubly interesting, therefore, to know that the sovereignty of Cuba is on the point of transfer to its inhabitants, to comment upon the possible consequences of this notable act of good faith.

One result should surely be an added weight and influence lent to American diplomacy. As good faith is the basis of all international

negotiation, this proof of it should convince European statesmen that in dealing with the United States they can count upon a straightforward policy, honestly fulfilling its promises. Such a reputation, from the mere standpoint of expediency, is conspicuously worth while. If this is true in Europe, much more is it the case in reassuring our South and Central American neighbors. These republics might well be now and then disturbed by the tremendous growth in power of every kind which they cannot but realize our country is witnessing. Our thinly veiled claim to the headship of the continent, which occasionally crops out, is a political factor to be kept always in view. But if this headship is to be unselfishly employed it is not to be feared. Full consciousness of this means neighbors sympathetic instead of suspicious; it means commerce mutually profitable rather than mutually and jealously restricted; it means influence for good not for evil.

From the Cubans themselves, perhaps, we should not look for much of open gratitude. They have a right to say, that before taking our hands off we did some bargaining. But tariff concession and freedom are positive facts; relief from debt and the chance of national prosperity are positive benefits; the impetus given to public health and education and honest administration are proofs of good will which cannot be misunderstood. And so, however the experiment in government may work out, whatever the future may have in store, Cuba must see that she has had her chance. If failure and confusion drive her into union with the United States, it will be by choice, not compulsion. Or if under the protection of the Monroe Doctrine, fairly applicable here, Cuba leads a contented and prosperous independent life, secured against all danger of foreign aggression, it will be because her powerful friend "has fought a good fight" and "has kept the faith."

* * * *

WE are glad to announce that the movement, initiated last year, for securing a portrait of the Hon. Simeon E. Baldwin, has been carried to a successful conclusion. At a recent meeting of the Board, Prof. William Frederic Foster, who very kindly acted as Treasurer of the Baldwin Portrait Fund, presented his report, which was accepted with thanks by the JOURNAL.

The work was executed by Prof. J. H. Niemeyer, Acting Director of the Yale Art School, and is pronounced an admirable likeness. The picture will be formally presented to the Yale Law School at the coming Alumni luncheon, which will be held in Hendrie Hall, June 23rd.

Judge Baldwin, as a man and as an instructor, has for a long time meant so much to the Yale Law School, that the presentation of this portrait by his students, past and present, is but a slight indication of the esteem in which he is held both in and out of the classroom.

* * * *

HON. WILLIAM D. GUTHRIE of New York City will be the William L. Storrs lecturer in the Yale Law School for 1902-1903. He has selected as his subject: "Nationality Under the Constitution of the United States." Owing to Mr. Guthrie's engagements it is quite probable that the lectures will not be delivered until the Spring Term of 1903.

* * * *

THE step which the Faculty recently took in deciding to lay out the grounds in the rear of the Law School building is meeting with unanimous approval. Three sides of the grounds will be edged with flower beds and walks, while a tennis court will occupy the central portion. In the rear of the lot provision has been made for hand ball courts, quoits, and base ball passing. The work is about completed and we believe the improvement will be no small factor in developing and fostering the *esprit de corps* of the Department.

* * * *

THE Senior Class Book—*The Yale Shingle*, as recently issued is of more than usual interest in its composition and appearance. The 1902 volume is larger than any preceding number, and is typographically an excellent piece of work. The editors are O. O. Lamontagn, John L. Gilson and A. Lonergan. Among the notable features are contributions by Hon. Simeon E. Baldwin, Hon. William K. Townsend, Prof. Henry Wade Rogers, Hon. David Torrance and Mr. Thomas Thacher. The Bicentennial is treated historically and graphically. Numerous half-tone illustrations are given of the members of the faculty, campus scenes as well as photographs of members of the class, with characteristic "grinds," and of Law School men prominent in University affairs.

* * * *

AT the annual meeting of the Board held May 22nd, 1902, the following officers were elected for the ensuing year: Chairman, Stanley Wells Edwards, Granby, Conn.; Business Manager, Franklin Carter, Jr., New Haven, Conn.; Assistant Business Manager, Cameron Beach Waterman, Detroit, Mich. As a result of the competition just ended the following men were elected to the editorial staff: Hal Crumpton Bangs, Chatsworth, Ill.; William Joseph

Downs, Yonkers, N. Y.; George Dana Graves, Cambridge, Mass.; John Harold Sears, St. Louis, Mo.; Robert Hardy Strahan, Palmyra, N. Y.; George Newell Whittlesey, New Haven, Conn.

* * * *

As this issue closes our eleventh volume and marks the retirement of the present Board, we wish to thank those who have co-operated with us during the year, and especially do we wish to assure Professors Baldwin and Wurts of our appreciation of their kindly interest and helpful suggestions. We are also much indebted to the '98 Chairman, Mr. Charles F. Clemons, who has been very active in furthering the interests of the JOURNAL.

COMMENT.

MALICIOUS PROCURING REFUSAL TO CONTRACT.

The doctrine enunciated in *Allen v. Flood*, (1898) A. C. 1—that an act otherwise lawful does not become actionable, because it proceeds from a bad motive—is by no means new to English law. *Stevenson v. Newnham*, 13 C. B. 285, 297; *Jenkins v. Fowler*, 24 Penn. St. 308 (1855). The importance of the decision lies in affirming its application to cases of malicious procuring of refusal to contract and answering in the affirmative this question, “Is it lawful for one person to interfere with employment of another where the acts of interference induce no breach of contract and are not accompanied by either fraud or violence.” Upon this point the law in England was unsettled. Lord Esher in *Temperton v. Russell*, (1893) 1 Q. B. 715; *Carrington v. Taylor*, 11 East 571. Nor were the American courts in harmony: *Walker v. Cronin*, 107 Mass. 555; *Roycroft v. Taylor*, 64 Vt. 209.

In England, *Allen v. Flood* must now be read in the light of *Quinn v. Leathem*, (1901) A. C. 495, where it was exhaustively reviewed and explained, in part by the same judges. While in the latter case questions of conspiracy, procuring breach of contract, etc., entered, yet an intention is manifest to confine the *Allen v. Flood* doctrine strictly to the facts there decided. In fact, this latter decision negatives what would be otherwise a rational conclusion to draw from *Allen v. Flood* and the doctrine of *Huttley v. Simmons*, (1898) 1 Q. B. 181,—what one may lawfully do, several may combine to do—namely, that a combination with bad motive would be